

A dark, rectangular, heavily textured object, possibly a piece of wood or stone, with a rough, uneven surface. It appears to be a close-up of a material with a grainy or fibrous texture.

1.1.

and

Respondents.

SHAC No. II-1-16-009
HUD No. 04-16-4321-S

CONCILIATION AGREEMENT

WHEREAS, the Commission and the parties hereto wish to reach a just resolution of the
aforementioned dispute, and reach a full, equitable and final settlement of all matters arising out of the
facts underlying the aforementioned Complaint.

Conciliation Agreement

[REDACTED] S. Baxter Community Association, Inc. and
Kriester Management Group, LLC

NOW, THEREFORE, the parties hereby agree and stipulate to the following:

II. GENERAL PROVISIONS

The terms set forth herein are contractual and not merely a recital.

- A. The parties acknowledge that this Agreement is a full settlement of the disputed Complaint. The parties hereto state that they have read and fully understand the significance of the terms set forth herein and have executed this Conciliation Agreement freely and voluntarily. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
- B. By signing this Agreement both Complainants and Respondents state that they have had the opportunity to seek legal counsel regarding the effects of this Agreement.
- C. This conciliation agreement fully and completely resolves all issues and claims arising out of the factual circumstances underlying SHAC Case #11-1-16-009 and HUD File #04-16-4321-S through the effective date of this Agreement. Neither the Commission nor the Complainants will take any further legal action with respect to, or initiate any action pertaining to, the facts and events which led to the filing of the Complaint so long as the parties abide by the terms of this Conciliation Agreement.
- D. This Agreement, after it has been approved by the Commissioner of South Carolina Human Affairs Commission (SCHAC), is binding upon the Complainants and each of the Respondents, including their employees, successors and all others in active concert with them in the administration and management of Baxter Community Association, Inc.
- E. It is understood that, pursuant to Section 31-21-120 (D) of the South Carolina Code of Laws Fair Housing Law, upon approval of this Agreement by the Commissioner of SCHAC, it is a public document.
- F. This Agreement does not in any way limit or restrict SCHAC's authority to investigate any other complaint involving Respondents made pursuant to the Fair Housing Law, or any other law within SCHAC's jurisdiction.
- G. This Conciliation Agreement constitutes closure of the Complaint at HUD and South Carolina Human Affairs Commission upon approval of this Agreement by the Commissioner and such closure shall be permanent unless the Commission determines that either party has failed to comply with the terms of the Agreement.

III. PROVISIONS FOR THE PUBLIC INTEREST

In order to assure that the public interest is protected, Respondents, without admitting to any violation of the South Carolina Fair Housing Law or Federal Fair Housing Act, agree to continue taking any such affirmative action as may be necessary to ensure the elimination and prevention of discriminatory housing practices, including, but not limited to the following:

- A. Respondents agree that they will continue to comply with all federal and state housing laws.

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- B. Respondents agree that they will continue to consistently apply the governing documents for Baxter Community Association, Inc. in an objective and non-discriminatory manner.

IV. RELIEF FOR COMPLAINANT

- A. Respondents agree that they will not retaliate against Complainants for filing a claim of discrimination against them.

V. RELEASE BY COMPLAINANT

- A. Upon execution of this Agreement and unless and until the Commission determines that Respondents are not in compliance with the terms of Paragraph IV above, Complainants agree to release and forever discharge Respondents and Respondents' employees, agents, successors, insurers, and assigns from any and all claims which arise from or are in any way connected with the facts and circumstances alleged in the Complaint.

VI. BREACH OF CONCILIATED TERMS

- A. Nothing in this Agreement shall be construed to preclude the Commission and or any aggrieved individual(s) from bringing suit to enforce this Agreement in the event that Respondents fail to comply with the terms of Paragraph IV above. Neither does it preclude the Commission from filing charges in the future concerning events occurring after the execution of this Agreement. In the event that the Commission determines that Respondents have not complied with the terms hereof, the Commission shall send written notice to Respondents and Respondents shall be given a reasonable time period to remedy such non-compliance.
- B. Subject to any and all applicable rules of evidence (whether federal or state), Complainants and Respondents agree that this Agreement may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this Agreement.

VII. REPORTING & RECORDKEEPING

Upon written request by the Commission, the Parties shall submit proof of compliance with the terms of this Agreement to:

South Carolina Human Affairs Commission
Fair Housing Division
Attention: Don Frierson
1026 Sumter Street, Suite 101
Columbia, SC 29201

The submitter of any documentation should include the SHAC and HUD case numbers, which are as follows:

SHAC Case #H-1-16-009
HUD File #04-16-4321-8

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VIII. COMMISSION REVIEW

- A. Subject to the provisions of Section 814 of the Fair Housing Act, as amended, 42 U. S. C. Section 3614, and in accordance with the provisions of State Regulations R. 65-225.G., the Commission may, from time to time, review compliance with this Conciliation Agreement, and, if necessary, recommend to the South Carolina Attorney General that a civil action be filed to seek enforcement of any of the terms set forth herein.

IX. EFFECTIVE DATE

This Agreement shall become effective on the date on which it is approved and signed by the Commissioner of the South Carolina Human Affairs Commission below.

IN WITNESS WHEREOF, the parties have subscribed their names hereto on the day and date indicated.

[Redacted Signature]

Date: 5-16-16

Date: 6-20-16

Baxter Community Association, Inc.

By: Scott Lane
Its: Baxter Community Assoc President

Date: 4-29-2016

Kuester Management Group, LLC

By: [Signature]
Its: President

Date: 4/29/2016

6-21-2016

Approved on Behalf of the Commission:

Raymond Buxton II
Raymond Buxton II
Commissioner

Date: 6-22-16